

Volvo Buses Corporation EU Data Act Notice in relation to Pre-Existing Agreements

1. Enabling the effective access to and use of relevant data generated by our products and services in compliance with applicable legal requirements is an essential part of Volvo Buses Corporation's (hereinafter "**Volvo**") offering to our customers. To that end, Volvo is committed to ensuring that such data can be retrieved and processed in a transparent, lawful, and secure way. This will allow us to enhance the value we provide to our customers, while at the same time confidently leveraging the data to develop, deliver and continually improve our products and services.
2. Under Regulation (EU) 2023/2854 (hereinafter the "**EU Data Act**"), applicable 12 September 2025 ("**Applicability Date**"), Volvo – acting as the so-called "data holder" – is required to:
 - (i) before concluding a contract for the purchase, rent or lease of a connected product after the Applicability Date, provide pre-contractual information about the data generated, its processing, user access and sharing rights (accessible here: <https://www.volvobuses.com/en/tools/data-act.html#data-notice>);
 - (ii) enter into a contract with its customers – qualifying as "users" – in relation to the collection, use and sharing of any Vehicle Data within the scope of the EU Data Act; and
 - (iii) enable users to exercise their rights to access, use and make relevant data available (please refer to <https://www.volvobuses.com/data-act> for more information about how to exercise these rights).

Where such data includes personal data, please also refer to the relevant section of your Pre-Existing Agreement (as defined below) and our applicable privacy policy, available here: <https://www.volvogroup.com/en/tools/privacy.html>.

3. The agreements entered into by and between Volvo and customers prior to 12 September 2025 or any agreement entered into at a later date which is based on an earlier version of Volvo's standard agreement for the collection, use and sharing of product and services data (as set out in section 5), as applicable (hereinafter the "**Pre-Existing Agreements**") stipulate concerning Volvo's collection, use and sharing of such Vehicle Data that Volvo "*may: (...) (iv) use the Vehicle Data in order to provide services to the Customer, as well as for its own internal and other reasonable business purposes; (v) share the Vehicle Data within the Volvo Group and with selected third parties.*"

4. From 12 September 2025, Volvo hereby declares that it shall interpret the above wording of the Pre-Existing Agreements as meaning, and shall consider the following supplemental clarifications as being incorporated therein:
 - a. Further information about the purposes regarding the Services (including digital services) for which Volvo processes Vehicle Data, can be found in the applicable Privacy Notices and relevant Service Descriptions (as applicable) (as defined in the Pre-Existing Agreement).
 - b. Volvo's own internal and other reasonable business purposes referred to in the Pre-Existing Agreement shall be understood to comprise the following purposes: (i) conducting Product and Services research and development to enhance, maintain, and develop new Products and Services, (ii) solving quality issues, (iii) performing accident research investigations, (iv) managing warranty, contract, or regulatory compliance surveillance (such as product liability), (v) marketing Products and/or Services, (vi) performing proactive maintenance, (vii) enabling battery monitoring and diagnostics, (viii) updating the Information Systems with accompanying software (including providing over-the-air updates), (ix) the development, training, and monitoring of artificial intelligence systems and machine learning models for the Volvo Purposes, including, without limitation, large language models, predictive analytics, autonomous driving algorithms, and (x) any additional purposes further described in the applicable Privacy Notices and/or relevant Service Descriptions (as applicable) (hereinafter the "**Volvo Purposes**").
 - c. Volvo's sharing of Vehicle Data with third parties under the Pre-Existing Agreement entails that, to the extent necessary for the purposes of the Pre-Existing Agreement or as otherwise required by applicable law or regulation, Volvo may share Vehicle Data (including, personal data) within the Volvo Group and with third parties, including but not limited to software service providers, subcontractors, Volvo dealerships, public authorities and any other recipients described in the applicable Privacy Notice and relevant Service Descriptions (as applicable).
5. The interpretations set out in items 4.a-4.c above are in line with <http://www.volvobuses.com/dma>.
6. Terms capitalised but not defined in this notice shall have the meaning given thereto in the Pre-Existing Agreement.
7. Except as expressly interpreted herein, the terms of your Pre-Existing Agreement remain unchanged.

Effective from 12 September 2025